

# Journal of Collective Bargaining in the Academy

---

Volume 0 *National Center Proceedings 2016*

Article 60

---

September 2016

## Panel Handout: Collective Bargaining at Academic Medical Centers - University of Connecticut Health Center

Follow this and additional works at: <http://thekeep.eiu.edu/jcba>



Part of the [Collective Bargaining Commons](#), and the [Higher Education Commons](#)

---

### Recommended Citation

(2016) "Panel Handout: Collective Bargaining at Academic Medical Centers - University of Connecticut Health Center," *Journal of Collective Bargaining in the Academy*: Vol. 0 , Article 60.  
Available at: <http://thekeep.eiu.edu/jcba/vol0/iss11/60>

This Proceedings Material is brought to you for free and open access by The Keep. It has been accepted for inclusion in Journal of Collective Bargaining in the Academy by an authorized editor of The Keep. For more information, please contact [tabruns@eiu.edu](mailto:tabruns@eiu.edu).

June 30, 2016

**MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT HEALTH CENTER BOARD OF DIRECTORS AND THE UNIVERSITY OF CONNECTICUT HEALTH CENTER – AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (UCHC-AAUP)**

**This Agreement is made by and between the State of Connecticut through the Board of Directors of the University of Connecticut Health Center and the University of Connecticut Health Center Chapter of the American Association of University Professors, UHC- AAUP, as a first collective bargaining agreement for employees classified as faculty at the University of Connecticut Health Center, as stated in Article 1. This Agreement is pursuant to the Report Upon Secret Ballot of the Connecticut State Board of Labor Relations, Case No. SE-28,126, dated December 3, 2009.**

**The following Articles set forth the full agreement of the parties with respect to the provisions included in this collective bargaining agreement, which also incorporates provisions of the tentative Agreement reached between the State of Connecticut and the State Employees Bargaining Agent Coalition regarding Salary and Job Security.**

**This Agreement is contingent on ratification by the UHC-AAUP membership and approval of the Health Center Board of Directors (who approved it on June 13, 2011). This Agreement is also subject to approval by the Connecticut General Assembly pursuant to Connecticut General Statutes 5-278.**

**ARTICLE 1 RECOGNITION**

**1.1** The Board of Directors of the University of Connecticut Health Center (hereinafter “Board”) recognizes the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter “Union” or “AAUP”) as the exclusive bargaining representative for all faculty at the University of Connecticut Health Center (hereinafter “UCHC” or “Health Center”) who are full time or who work a full-time equivalent equal to or greater than twenty percent (0.2 FTE) and who are not excluded in the following paragraph, for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, faculty who are not excluded pursuant to this Article are referred to as "faculty," or "members," or "members of the bargaining unit."

Members of the faculty who hold the following positions are excluded from the bargaining unit: Department Heads, Associate Deans, Assistant Deans, Deans, the Executive Director of Correctional Managed Health Care, the Chief of Staff, the Head of Quality Programs/Medical Director, the Faculty Representative to the UHC Board of Directors, the Special Assistant to the Vice President for Health Affairs, Dental School Division Directors, Type II Center Directors, the Director of Health Affairs Policy and Planning and retired re-employed employees.

**1.2** The parties agree that the list of excluded faculty positions may change from time to time. The exclusion of new position titles from the faculty unit shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

## **ARTICLE 2 BOARD PREROGATIVES**

**2.1** It is recognized that the Board has and will, consistent with the *By-Laws* of the University of Connecticut Board of Trustees, continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the governance of the Health Center and shall determine the general policies of the Health Center, including those concerning the admission of students and the establishment of schools, centers, divisions, and departments, and to determine the mission of the Health Center and the methods and means necessary to fulfill that mission.

The Board shall determine and make rules for all patient care activities; the care, maintenance, and operations of buildings, land, apparatus, and other property used for school programs and courses; staffing requirements; the calendar; and the establishment of reasonable work rules.

**2.2** The Board shall have sole jurisdiction over the selection, appointment, assignment of duties and hours of work, amount of compensation, sick leave, vacation, leaves of absence, termination of service, qualifications, rank, and status of the individual members of the faculty of the Health Center; over standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to establish contracts or subcontracts for services, positions or programs; Health Center operations, and to determine whether the whole or any part of the operations shall continue except as specifically limited by the terms and provisions of this Agreement.

**2.3** These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this Agreement shall be subject to the grievance provisions of this contract.

## **ARTICLE 3 AAUP RIGHTS AND SECURITY**

**3.1** During the life of this Agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the Union. A member of the bargaining unit who is not a member of the Union shall be required to pay an agency service fee pursuant to Section 5-280 of the General Statutes.

**3.2** Within thirty (30) days of approval of the contract by the Legislature and as instructed by the Union during the life of the contract, the University shall deduct AAUP dues or

agency fees bi-weekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment.

**3.3** The amount of dues or agency service fee deducted under this article shall be remitted to the Union as soon as practicable after the pay period of the faculty member for whom any such deduction is made. No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The Union shall be notified when such a situation exists.

**3.4** On a quarterly basis, the Administration shall provide the Union a list of bargaining unit members that will include name, title, department, FTE and salary. In addition the Administration will provide the Union, within a reasonable time frame, any information it requests that is needed for collective bargaining, grievance handling or the administration of the contract.

**3.5** The parties will meet periodically to exchange information and to discuss matters of mutual concern.

**3.6** This Agreement shall be made available to bargaining unit members electronically. A pdf version of this Agreement shall be posted on the UCHC web site.

## **ARTICLE 4 GOVERNANCE**

**4.1** Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board retains its rights, under law, to manage and direct the Health Center, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board, for resolving academic matters, through the organizational divisions of the Health Center.

**4.2** This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

## **ARTICLE 5 MAINTENANCE OF PROCEDURES, PRACTICES AND POLICIES**

**5.1 (a) Maintenance of Procedures and Practices.** The parties agree to maintain for the duration of the contract all procedures and practices for the Health Center not modified by the terms of this Agreement governing appointment, reappointment, non-reappointment, tenure, post-tenure review, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the most current University or School of Medicine or School of Dental Medicine *By-Laws*.

(b) The parties agree further that the procedures and practices of the Health Center maintained by Section 5.1 above may be changed only by the Board, consistent with the procedures established in each School's *By-laws*, or by the University of Connecticut Board of Trustees, in the case of modifications to the University of Connecticut *By-Laws*.

**5.2 Maintenance of Policies.** Nothing in this Agreement shall be construed to deny the authority of the Board to establish or change policies through established processes, which may include prior discussion with the AAUP as appropriate.

## **ARTICLE 6 NONDISCRIMINATION**

**6.1** The Board and the Union agree that no bargaining unit member shall be discriminated against because of race, color, sex, age, national origin, marital status, disability status, religion, ancestry, sexual orientation, genetic information, political belief, political affiliation or membership or non-membership in any labor organization, or any other characteristic protected by law.

**6.2** Allegations of discrimination are not subject to the grievance and arbitration provisions of this contract but may be processed by any aggrieved member of the bargaining unit in accordance with the University's internal procedures or by the use of external administrative and judicial processes.

## **ARTICLE 7 DISCIPLINE**

**7.1** The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

**7.2** Dismissal or discipline which is the result of failure to meet satisfactory standards of job performance or is a result of incompetence shall not fall within the purview of this Article, but shall be dealt with exclusively under the University or appropriate School *By-Laws*.

### **7.3**

**A.** Discipline shall be for just cause including but not limited to such situations as: 1. neglect of assigned responsibilities; 2 insubordination, serious misconduct, or non-compliance with current University or School *By- Laws* ; noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) or with University, State, or Federal regulations governing research; or with Health Center rules or regulations; or pertaining to faculty practice plans and hospital practice standards; 3.

the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the Health Center and/or obtaining promotion, tenure, salary increase, or other benefit; 4. sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other staff members.

**B.** Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay. 1. The faculty member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request a meeting with his/her Department Head or Director or designee with an AAUP representative present, should the faculty member so desire. This meeting shall be held within seven (7) calendar days of the employee's request.

3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to appeal to the appropriate Dean or his/her designee. At such meeting, the faculty member shall have the right to be represented by the AAUP. 4. The decision of the appropriate Dean or designee may be appealed to arbitration on the merits under Article 8 of this Agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.

**C.** 1. If the Health Center judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the meetings described in B.2 and B.3 above have taken place. 2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

**D.** For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XIV, G, H, I, J and T of the most current edition of the University *By-Laws*<sup>1</sup>, except as provided for in Article 7, Section e, below.

**E.** In lieu of utilizing the arbitration procedures set forth in this Article 7, Section B.4 and Article 8.6 (Contractual Grievance Procedure) for discipline or discharge for misconduct, a faculty member, at his/her own election, may use the appeals procedures set forth in Article XIV, G, H, I, J and T of the most current edition of the University *By-laws*. Such an election will preclude the faculty member from utilizing the procedures of Article 7, Section B.4 and Article 8.6 to resolve that particular disciplinary matter. A faculty member making such an election must notify the AAUP and the Dean in writing that they are appealing the Dean's decision under the provisions of the University *By-Laws*, within seven (7) calendar days of receiving the Dean's answer as provided for in Article 7.3 B.3, above.

Section E above will automatically sunset on June 30, 2014. At that time and going forward, the provisions in Section D above will be the exclusive remedy available to bargaining unit members.

**F.** In no case shall the outcome of the promotion and tenure process be construed as falling under this Article.

---

<sup>1</sup> By-Laws sections referenced are titled “Termination of Appointments by the Institution,” “Dismissal Procedures,” “Suspensions,” “Terminal Salary,” and “Health Center Faculty Grievance Procedures.”

## **ARTICLE 8 CONTRACTUAL GRIEVANCE PROCEDURE**

**8.1** The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

**8.2 Definition** The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

**8.3 Resort to Other Procedure** If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure.

**8.4 Informal and Step 1A.** A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the Health Center official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

**B.** If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate Department Head or Director of the School or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being grieved. After receiving the formal grievance the Department Head, Director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within twenty (20) calendar days of such meeting.

**8.5 Step 2** Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the appropriate Dean or his/her designee. The Dean or the designee shall meet with the member and an AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within twenty (20) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

**8.6 Step 3** If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon

request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the appropriate Dean or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP Chapter President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the Agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

**8.7 Selection of Arbitrator** The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice to arbitrate.

**8.8 Authority of the Arbitrator.** The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

**8.9 Fees and expenses of the arbitrator shall be borne equally by the Board and the AAUP. 8.10 General Provisions**

**A.** Any grievance as defined above not presented for disposition in writing within forty (40) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the Agreement. This time limitation may be tolled by written mutual agreement of the parties. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP. All grievances must be filed on a mutually agreed upon form and must clearly state the contract articles claimed to be violated.

**B.** No member may file for arbitration except with the approval and participation of the AAUP.

**C.** Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When meetings are held during hours when a faculty member has work responsibilities, the faculty member is responsible for securing appropriate coverage of those responsibilities. Persons proper to attend for the purposes of this section are defined as aggrieved members, the appropriate AAUP representative(s), and qualified witnesses.



**D.** Matters of policy are not subject to the arbitration clause of the grievance procedure unless otherwise provided in this Agreement.

**E.** No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Dean or his/her representative and the AAUP acting through its Chapter President or representative.

**F.** The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

## **ARTICLE 9 JOINT TASK FORCES**

**9.1** During the term of the contract, either party may suggest the formation of a special committee or task force comprised of representatives of the AAUP and the administration to consider a subject of special concern or complexity. The convening of such a special committee or task force and the agenda for its deliberations shall require the agreement of both parties.

**9.2** The parties agree to convene a Joint Task Force on Compensation by October 1, 2011.

## **ARTICLE 10 LABOR MANAGEMENT COMMITTEES**

**10.1** The UCHC and the AAUP agree to establish a local committee or participate in the SEBAC mandated Labor-Management Joint committees to address technology issues at the Health Center and to improve both the efficiency and effectiveness of the Health Center in the delivery of its services.

**10.2** By mutual agreement, the parties may agree to disband either or both of these local joint labor-management committees and participate in these efforts on a state-wide level.

## **ARTICLE 11 JOB SECURITY**

**11.1** The contracts of in-residence faculty, with the exceptions of faculty with individual compensation agreements, shall be automatically renewed for periods covering FY '12 and FY '13. **11.2** The following exceptions shall apply to the automatic renewal of faculty contracts:

- a.** when faculty are hired on or after July 1, 2011;
- b.** when the Health Center entirely eliminates a program;
- c.** when the Health Center alleges failure of a faculty member's performance;
- d.** when a faculty member has failed to achieve promotion or tenure as specified in the *By-Laws*;

e. when funding sources for salary support of faculty are reduced or eliminated and such funding sources are external to the Health Center;

**11.3** When a faculty contract is non-renewed by the Health Center because of a claim of failure to perform, the faculty member shall be entitled to process a grievance pursuant to the collective bargaining agreement grievance procedure. This shall be the exclusive remedy available to challenge such non-renewals.

**11.4** In the event of a non-renewal consistent with the provisions of this Article, the Health Center will continue its current practice of providing six (6) months of notice to faculty members whose contracts will not be renewed for FY '12 or FY '13 for one of the reasons listed in 11.2, or whose contracts will not be renewed after FY '13. The Union shall receive notification at the same time notification is provided to the faculty member.

**11.5** Nothing contained in this Agreement limits or restricts the Health Center's right to terminate a current faculty member for just cause as set forth in the collective bargaining agreement.

## **ARTICLE 12 COMPENSATION**

**12.1 Fiscal Year '11 General Wage Increase.** There shall be a four percent (4%) general wage increase, retroactive to February 1, 2011, applied to the current base salaries of all faculty members employed in the bargaining unit prior to January 1, 2011, with the exceptions noted below. Payments will be made by June 30, 2011, or within 30 days from the final approval of this Agreement, whichever is later.

### **Exceptions are:**

#### **a.**

Bargaining unit faculty who have received a salary increase of 4% or more since July 1, 2010, (not including any increase granted for the awarding of promotion or tenure) shall not receive the increase noted in 12.1 above. If a faculty member received an increase of less than 4% since July 1, 2010, then the member shall receive an increase such that the total increase in salary equals 4%. In the latter case this additional increase shall be figured on the base salary in effect on July 1, 2010.

b. Notwithstanding the provisions in 12.1 and 12.1a above, bargaining unit faculty who are on individual compensation agreements shall not receive the 4% general wage increase but shall continue to be governed by the terms in their individual agreements

**12.2 Fiscal Year '11 Lump Sum Payment.** Additional compensation adjustments shall be made to some bargaining unit faculty in a total amount equal to the money available by calculating the value of the 4% general wage increase for the period of October 1, 2010 through January 31, 2011. Such additional compensation shall be paid as a lump sum, not added to the base. Criteria for determining the award of such additional compensation as well as the amount of each such award will be determined based on existing evaluation criteria as well as equity and overall contributions to the Health

Center's academic, teaching research and clinical missions. As part of this process, the Health Center will consider for lump sum payments any bargaining unit employee whose request for an equity or retention adjustment since January 1, 2010 had been previously deferred because of the Union's certification.

a. The criteria applied in determining the award of additional lump sum awards to bargaining unit members shall not be considered precedent with respect to the criteria or the process used in any future compensation awards or general wage increases to bargaining unit faculty.

b. UHC will provide the Union with notification and a list of all bargaining unit members receiving general wage increases, the amount of each such general wage increase, the faculty member's new base salary and the amount of each faculty member's retroactive salary

adjustments prior to June 30, 2011, or within 30 days of final approval of this Agreement, whichever is later.

c. UHC will provide the Union with notification and a list of all bargaining unit members awarded lump sum distributions, the amount of such awards and the reasons for such additional compensation prior to June 30, 2011, or within 30 days of final approval of this Agreement, whichever is later.

d. All lump sum compensation awards will be paid to bargaining unit faculty on or before June 30, 2011, or within 30 days of the final approval of this Agreement, whichever is later.

**12.3 Fiscal Years '12 and '13a.** There shall be no general wage increase for bargaining unit employees during fiscal

years 2012 and 2013 except as set forth below.

**b.** Faculty members whose compensation is based on an individual compensation agreement, (which exempts them from the job security provisions set forth in Article 11), shall be permitted those salary increases, if any, provided for in their individual agreement during FY '12 and FY '13.

**c.** In residence research faculty with at least 90% research effort that is supported by external funding, and who are exempted from the job security provisions set forth in Article 11 because of such external funding, shall be permitted to increase their base salary to a maximum of 2% in FY '12 and 3% in FY '13 to the extent the external funding allows. In-residence faculty, whose research effort falls in the range of 85% to 89% due to assignment of administrative effort, may request a waiver of the 90% requirement. Each waiver request will be evaluated by the Health Center on a case by case basis, considering the nature and extent of the administrative effort involved, and the value to the Health Center. Such requests for waivers will not be unreasonably denied. The failure to approve a requested waiver shall be grievable but not arbitrable.

**12.4 Fiscal Years '14, '15 and '16.** In each of FY '14, FY '15 and FY '16 there shall be an increase in the dollars dedicated to faculty compensation equal to 5% of the bargaining unit base salary account. The parties agree to reopen the contract for the limited purpose of negotiating the distribution and allocation of the 5% increase in the bargaining unit base salary account (to be specifically defined) in FY '14, FY '15 and FY '16 and the methods, standards and criteria used for such distribution and allocation. The parties agree to convene this reopener no later than March 2012.

**12.5** The parties agree that the Health Center retains the authority to make retention and equity raises during the term of the collective bargaining agreement.

**12.9** The Health Center will continue its current practices of providing promotional raises. **12.10** In each case where a retention, equity, or promotional raise is given to a bargaining unit

member, the AAUP will be provided with notice of said increase.

#### **12.11 Individual Compensation Contracts**

**a.** The Health Center is permitted to continue the practice of offering individual compensation contracts to new hires, provided such agreement may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

**b.** Existing individual compensation contracts between the Health Center and current faculty members shall continue provided such agreements may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

**c.** The Health Center is permitted to offer individual compensation contracts to existing faculty members provided such agreements may be modified, amended or otherwise revised as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any successor collective bargaining agreement.

**d.** A copy of all individual faculty compensation contracts will be provided to the Union.

**e.** Prior to the reduction of any bargaining unit member's salary pursuant to the terms of any individual compensation agreement, there shall occur, should the bargaining unit member request, joint discussions between that faculty member, the relevant department chair or management designee and the Union in an effort to reach a mutually acceptable resolution. If a mutually acceptable resolution cannot be reached, the terms of the individual contract shall prevail and the matter shall not be grievable or arbitrable except as otherwise provided as a result of negotiations between the parties for any successor collective bargaining agreement or any agreement between the parties prior to any

successor collective bargaining agreement.

### **ARTICLE 13 NON-ECONOMIC REOPENER**

**13.1** The parties agree that if necessary they will convene a contract reopener limited to non- economic subjects not previously addressed by the parties in the current round of bargaining no later than July 1, 2014. Any such reopener shall be limited to a maximum of 5 topics from each party.

**ARTICLE 14**  
**DURATION**

**14.1** Except as provided for within, the parties agree that this Agreement shall be in effect through June 30, 2016.

Signed, this 16 day of June, 2011.

A handwritten signature in black ink, appearing to read 'C. Laurencin', written over a horizontal line.

Cato T. Laurencin MD, PhD  
Vice President for Health Affairs  
Dean, School of Medicine  
University of Connecticut Health Center

A handwritten signature in black ink, appearing to read 'Bruce Mayer', written over a horizontal line.

Bruce Mayer PhD  
President  
University of Connecticut Health Center Chapter  
of the American Association of University  
Professors (UCHC-AAUP)

